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LOAN MODIFICATION AND EXTENSION AGREEMENT Cook County Recorder of Deeds



Eugene "Gene" Moore Fee: \$46.00 Date: 10/08/2004 01:17 PM Pg: 1 of 2

This is a Loan Modification and Extension Agreement ("Agreement") dated as of SEPTEMBER 23, 2004 by and between A.J. SMITH FEDERAL SAVINGS BANK ("Mortgagee") and GARY S. FOX AND MARGARET E. FOX, HIS WIFE ("Mortgagor").

Mortgagee has heretofore made a loan to Mortgagor in the original principal sum of TWENTY-FIVE THOUSAND Dollars (\$25,000). Mortgagor's obligation to repay said loan is evidenced by a promissory note date September 09, 1999 ("Note") and is secured by a mortgage ("Mortgage") dated September 09, 1999 and recorded 09/16/1999 in the Recorder's Office of COOK County Illinois as Document No. 99880241 mortgaging, granting and conveying to Mortgagee that certain parcel of land, and the improvements thereon, located in COOK County, Illinois and legally described as:

THE NORTH 1/2 CT LOT 8 IN BLOCK 7 IN ARTHUR T. MCINTOSH AND COMPANY'S MIDLOTHIAN HIGHLANDS, A SUBDIVISION OF THE SOUTHEAST 1/4 F SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD ININCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #28-03-412-013

Which has the address of 14237 S. Keeler Ave, Crestwood, IL 60445

Said Note and Mortgage are hereinafter referred to as the "Loan Documents".

Mortgagor has asked Mortgagee to extend the maturity date of the Note and Mortgage and Mortgagee is willing to extend the maturity date of the Note and Mortgage on the terms and conditions set forth herein.

In consideration of the foregoing, and of the pom ses herein set forth, the parties hereto acknowledge and agree as follows:

- 1. The balance of the principal indebtedness remaining from time to time outstanding shall hereafter bear interest at the rate of PRIME MINUS 1/2% (25) percent per annum.
- 2. Commencing OCTOBER 15, 2004 and on the 15th day of each successive month thereafter until the maturity date set forth below, Mortgagor shall pay monthly installments of interest only.
- 3. Notwithstanding any provision hereof to the contrary, the entire principal balance then outstanding and all accrued interest and other charges, shall be due and payable or SEPTEMBER 15, 2009 (the "Maturity Date").
- 4. None of the rights of Mortgagee under the Loan Documents shall be prejudice at reason of this Agreement and this Agreement shall not affect the lien and charge of the Loan Documents upon the property covered thereby.
- 5. Mortgagor hereby acknowledges and agrees that the Loan Documents remain in full force and effect, except as they have been expressly modified by the terms of this Agreement. In other respects not inconsistent with this Agreement, the terms of the Loan Documents are hereby ratified and reconfirmed.

Prepared by: A.J. Smith Federal Savings Bank Loan #020-9115626

14757 S. Cicero Are. Midlothian, 12 60445

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IN WITNESS WHEREOF, Mortgagor has executed this Agreement.

GARY S. FO

MARGARETE ECY

State of Illinois, County of COOK

I, the undersigned a Notary Public in and for said county and state do hereby certify that GARY S. FOX AND MARGARET E. FOX, CIS WIFE personally known to me to be the same person (s) whose name(s) is subscribed to the foregoing as rument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and it cial seal.

LINDA R. GOUGH Notary Public, State c (1) inois

My Commission Expires 2/(3/2005

IN WITNESS WHEREOF, Mortgagee has executed this Agreement.

A J. SMITH FEDERAL SAVINGS BANK

BY: Donna gmanul, VP

State of Illinois, County of COOK

I, the undersigned, a Notary Public in and for said county and state do here y certify that, DONNA J. MANUEL, VICE PRESIDENT of A.J. SMITH FEDERAL SAVINGS BANK, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal.

"OFFICIAL SEAL" LINDA R. GOUGH

My Commission Expires 2/13/2005

Linda & Sough